

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:) Chapter 11
)
DELPHI CORPORATION, *et al.*,) Case No. 05-44481 (RDD)
) (Jointly Administered)
Debtors.)

**AFFIDAVIT OF JAMES C. BECKER
PURSUANT TO 11 U.S.C. § 504 AND FED. R. BANKR. P. 2016**

COUNTY OF WAYNE)
) ss:
STATE OF MICHIGAN)

James C. Becker, being duly sworn, deposes and states as follows:

1. I am a Managing Director of the firm of Jones Lang LaSalle Americas, Inc. (“JLL”), real estate administrative and transaction services provider for Delphi Corporation (“Delphi”) and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”).
2. I submit this affidavit (the “Affidavit”) pursuant to Rule 2016 of the Federal Rules of Bankruptcy Procedure in support of Jones Lang LaSalle Americas, Inc.’s Third Interim Application of for Compensation for Services Rendered and Reimbursement of Expenses as Real Estate Administrative and Transaction Services Provider to Delphi Corporation and its Related Debtor Entities for the Period of June 1, 2006 through September 30, 2006 (the “Third Interim Application”).
3. By order dated December 1, 2005 (Docket No. 1385), JLL was retained as the Debtors’ real estate administrative and transaction services provider, retroactive to November 3, 2005.

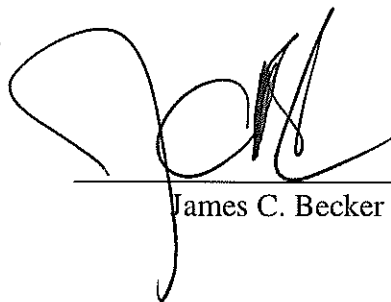
4. During the period between June 1, 2006 and September 30, 2006 (the "Application Period"), JLL sought interim monthly payments from the Debtors pursuant to the Order Under 11 U.S.C. § 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals (the "Compensation Order").

5. To date, JLL has received \$42,258.75 in fees for the time period June 1, 2006 through June 30, 2006 (the "June Statement") and \$50,558.75 in fees for the time period July 1, 2006 through July 31, 2006 (the "July Statement").

6. As of the date hereof, JLL has not yet received payment of compensation sought for the time periods of August 1, 2006 through August 31, 2006 (the "August Statement") or the compensation sought for the time period of September 1, 2006 through September 30, 2006 (the "September Statement").

7. Except as permitted pursuant to 11 U.S.C. § 504(b)(1), no agreement or understanding exists between JLL and any person for a division of compensation or reimbursement received or to be received herein or in connection with the within cases.

FURTHER AFFIANT SAYETH NOT.


James C. Becker

Subscribed and sworn to before me this
30 day of November __, 2006.

Linda L. McCown
NOTARY PUBLIC

My Commission expires on February 23, 2006 (LM)